

Ellen A. Begley, Ph.D.

Clinical Psychologist

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Agreement for Psychological Services

GENERAL INFORMATION:

Welcome to my practice. As a psychologist, I am required by law to provide you with certain information before we begin psychotherapy. This Agreement contains important information about my professional services and about a new federal law that provides for patient rights and privacy protections with regard to the use and disclosure of Protected Health Information (PHI). The Health Insurance Portability and Accountability Act (HIPAA), requires that you sign this “Agreement for Psychological Services” and that I have provided you with a copy of my “Policies and Practices to Protect the Privacy of your Health Information.” This Policy further explains HIPAA and the protection of your personal health information. I apologize for the length and complexity of these documents but the law requires that I outline your rights in this detail. Please ask about anything that is unclear. Your signature represents an agreement between us. You can revoke this Agreement in writing at any time. That revocation is binding on me except where I have already taken action, if you have health insurance that requires information to substantiate an insurance claim, or if you have not honored your financial agreement with me.

I received my Ph.D. in Clinical Psychology in 1997 from Miami University of Ohio. I am a licensed psychologist in Washington, which means I have attended an accredited training program and have passed the national written examination and the oral examination given by the Washington State Examining Board of Psychology. I strive to adhere to the highest possible professional standards of competence and ethics. Whenever you have concerns about the treatment you are receiving, I hope that you will talk with me about those concerns. If you feel that I have behaved unprofessionally or unethically, you may contact the Department of Health, Examining Board of Psychology, P.O. Box 47868, Olympia, WA, 98504-7869; (360) 753-2147. The Examining Board handles complaint and discipline recourse procedures.

Although I work in the same building with other mental health providers, we are each independent practitioners. I am not responsible or liable for the practices they conduct nor are they responsible or liable for my practices and procedures.

PSYCHOTHERAPY RIGHTS AND RESPONSIBILITIES:

I view psychotherapy as a collaborative working relationship in which your active involvement and honest communication are crucial. In order for the therapy to be most successful, you will have to work on the things we talk about both during our sessions and at home. The first few sessions will involve an evaluation of your goals and needs. Part of our work will involve identifying your patterns of thinking; behaving and relating that may impede your life goals, expression of adaptive emotions and development of mutually satisfying relationships. The length of treatment will depend on the type and extent of the difficulties you are experiencing. Our first few sessions will also be an opportunity for you to evaluate whether you feel comfortable working with me. If I do not feel like a good match for you, I would be happy to provide referrals to other mental health professionals. You have the right to refuse service at any time. Psychotherapy does not always make you feel better right away. In fact, because therapy may increase your awareness of your feelings, you may feel increased distress before you feel better.

CONTACTING ME:

When you call my office number (206)650-4504 you will likely get my voicemail. If you are calling in an emergency leave me a voice-mail. I will make every attempt to return emergency messages as soon as possible; however, if I am unable to return your call in a reasonable amount of time, please call the 24 hour Crisis Clinic in Seattle at (206) 461-3222 or dial 911. Calls lasting longer than 20 minutes will be billed at my regular fee rate. If I am scheduled to be out of town, I will arrange for another mental health professional to be available for emergencies.

CONFIDENTIALITY:

You have the right to total privacy **except as explained below**. This confidentiality is very important and should help you in feeling safe to be open.

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Information discussed will remain private and will not be disclosed to any person or agency unless you sign an Authorization form, which meets the legal requirements, imposed by the State of Washington and by HIPPA.

Without a signed Authorization, I may occasionally consult with other health or mental health professionals about our work. Should I seek such consultation, I make every effort to avoid revealing your identity. These other professionals are also legally bound to keep any information discussed confidential. Unless you request otherwise, I will not tell you about these consultations, however I will note them in your clinical record. Additionally, I employ a billing specialist to process medical billings and to perform other administrative tasks. Staff are trained to protect your privacy and will not release any information without permission. Also, without your written authorization, I am allowed to disclose some information to your health insurance company and to collect past due fees.

If you are involved in a legal proceeding, I can disclose information if you provide your written authorization. Additionally, if I am presented with a properly served subpoena and you do not inform me that you are seeking a protective order against my compliance, then I will have to comply with the request of the subpoena. Lastly, I also must disclose if I receive a court order requiring the disclosure. Please talk with me if you are involved in or contemplating litigation. Opening your files to court proceedings has huge ramifications to your privacy that you will want to carefully consider.

There are some situations where I am permitted or legally required to disclose information without either your consent or Authorization:

- If a government agency is requesting the information for health oversight activities.
- If you file a complaint or lawsuit against me, I am permitted to disclose information as relevant for my defense.
- If you file a worker's compensation claim, and your psychotherapy is relevant to the injury involved in your claim, if properly requested, I must provide a copy of your record to your employer and the Department of Labor and Industries.

- If I have reasonable suspicion that a child has suffered abuse or neglect, the law requires that I file a report with the appropriate government agency.
- If I have reasonable cause to believe that abandonment, abuse, financial exploitation, or neglect of a vulnerable adult has occurred, the law requires that I file a report with the appropriate government agency.
- If I have reason to believe that you or someone else is in imminent danger, I may be required to take protective actions, including notifying potential victims, contacting the police, seeking hospitalization for you, or contacting family members or others who can help provide for your protection.

In any of the above situations, I will make an effort to talk with you before taking action and I will limit my disclosure to what is necessary.

PROFESSIONAL RECORDS

As a result of HIPPA, I am now keeping Protected Health Information (PHI) in two sets of records. One set constitutes your Clinical Record and includes information about why you are seeking therapy, how your problems are impacting your life, your diagnosis, treatment goals, progress towards those goals, medical, psychological and social history, treatment records that I have received from other providers, professional consultations, billing records, and any reports that have been sent to anyone, including your insurance carrier. You may examine or receive a copy of this Clinical Record by providing a written request and paying a clerical fee of \$15 and \$.50 copying fee per page. In an unusual circumstance, I can deny you access to your Clinical Record if I believe disclosing it could reasonably be expected to cause danger to your life or safety, or that disclosing your record would compromise the identification of any person who provided me information under the expectation of confidentiality. In this circumstance, we can discuss your right of appeal if you disagree with my decision. If you choose to avail yourself of this option, I will always recommend that you review the record during a psychotherapy appointment.

I also keep a set of Psychotherapy Progress Notes. These Notes are for my own use and are designed to assist me in providing you with the best care possible. Although the notes vary, they generally include information that you presented and my thoughts

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about that material. Because of the sensitive nature of these notes, they are not included in your Clinical Record and are given a higher level of protection. While insurance companies can request a copy of your Clinical Record, I can only release your Progress Notes to them with your signed Authorization. Insurance companies cannot require your Authorization as a condition of coverage nor penalize you in any way if you refuse to authorize the release of your Progress Notes. Although with your written request you may examine your Progress Notes, I will discourage you from doing so given that their purpose is to aid me in providing for your care. I can decline to provide you access to your Progress Notes if I believe it would be injurious to your health or if disclosing would compromise the identification of any person who provided me information under the expectation of confidentiality. Further, I cannot disclose Progress Notes when the information was compiled for and will be used solely for litigation, quality assurance, peer review, administrative purposes, or is otherwise prohibited by law.

ADDITIONAL HIPPA PATIENT RIGHTS

HIPPA provides new and expanded rights regarding Protected Health Information (PHI). You can provide a written request to 1) amend your Clinical Record; 2) request restrictions on what information in your Clinical Record is disclosed to others; 3) request an accounting of most disclosures of PHI and where they were sent; 4) request that any complaints you make about my policies and procedures be recorded in your record, and 5) receive an additional written copy of this Agreement and the attached Policy forms.

FEES, BILLING, INSURANCE AND MANAGED CARE

My fee for psychotherapy is \$180 for a 50-minute psychotherapy session and \$200 for a diagnostic evaluation/intake session. Report, letter writing, preparation of records or treatment summaries, extensive telephone calls and other professional services that I perform at your request will be prorated at this same fee.

I am not a forensic psychologist and I try to avoid being drawn into legal struggles. Participating in such activities disrupts my regular practice. Therefore, legal proceedings that require my participation will be billed at \$540 an hour for all related expenses, including reviewing records, preparation, transportation, waiting, and the actual testimony, even if I am called to testify by another party.

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Most medical insurance policies provide coverage for necessary mental health treatment. It is your responsibility to know the limitations and restrictions to your insurance benefits. Note that many policies only cover a limited number of sessions each year. Once we have all of the information about your insurance coverage, we will discuss what we can expect to accomplish with the benefits that are available. Unless other arrangements are made in advance, the fee for each session is to be paid in full when you come for your appointment. If you have medical insurance that covers relevant outpatient psychotherapy, you will only need to pay the portion of your fee not covered by insurance. If I am a preferred provider for your insurance company, then I accept their “allowed charges” as full payment even when it is below my standard fee. Insurance claims will be submitted for you. If it is determined by myself, your insurance company or any other party that your psychotherapy is not “medically necessary,” you will be responsible for the fee.

If your insurance is a Managed Care policy, you are generally required to follow certain rigid guidelines in order to qualify for coverage. Often you must obtain authorization before initiating psychotherapy. At times we will need to request additional authorization to achieve our treatment goals. That coverage is not guaranteed, as most managed care plans are oriented toward short-term problem resolution. It is your responsibility to initiate coverage, to understand how your managed care policy works, and to know what its limitations are. Our office will cooperate to the fullest extent possible, but you will be responsible for the entire fee if your insurance claim is rejected. Questions regarding bills, insurance, etc. can be addressed to Northwest Clinical Billing 360-491-8002. Accounts due over 90 days may be sent to collections after failure to respond to written notices and are subject to an interest rate of 1.5% per month past due.

If your contract with an insurance or managed care company requires that I furnish information about the services that I provide to you. I will always attempt to disclose the minimum amount of information necessary for the stated purpose, which will generally include a diagnosis, but may include treatment plans, treatment summaries or in some cases your entire Clinical Record. By signing this agreement, you are allowing me

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to provide requested information to any insurance or managed care company that is being billed for services.

I ask for 24 business day hours of notice for cancellations or rescheduled appointments. For Monday appointments this means receiving notification on the previous Friday. Cancellations received later than 24 hours or “no shows” will be subject to billing at 60% of my regular fee. After 3 late cancellations and/or “no shows”, my late cancellation fee will increase to my full fee. Insurance companies cannot be billed for such charges. I may make exceptions in the event of a sudden unexpected event. In the event that a pattern of late cancellations and/or “no shows” begin to interfere with the therapy process we will need to discuss the issues involved and decide how best to proceed. If I have to cancel due to an emergency I will make every effort to give you at least 24 hours notice and attempt to reschedule our appointment as soon as possible.

Your Signature Below Indicates that you have read this agreement for psychological services and agree to its terms and also serves as an acknowledgement that you have received the HIPPA notice form referenced above.

Printed Name

Signature

Date